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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JENNIFER ZIMMERMAN, on behalf of
herself and all others similarly situated;

Plaintiff,

vs.

BUDDHA ENTERTAINMENT, LLC d/b/a
and a/k/a TAO GROUP also d/b/a and
a/k/a TAO NIGHTCLUB also d/b/a and
a/k/a TAO LV NIGHTCLUB; ASIA LAS
VEGAS, LLC d/b/a and a/k/a TAO
GROUP also d/b/a and a/k/a TAO ASIAN
BISTRO; STRIP VIEW
ENTERTAINMENT LLC d/b/a and a/k/a
TAO GROUP also d/b/a and a/k/a LAVO
LAS VEGAS; DOES 1 through 50,
inclusive,

Defendants.

Case No: 2:18-cv-01460-JAD-CWH

**FINAL ORDER APPROVING
CLASS ACTION SETTLEMENT
AND JUDGMENT**

ECF No. 19

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The above-referenced putative class action ("Action") having come before the
3 Court on August 9, 2019, for a hearing and this Final Order Approving Class Action
4 Settlement and Judgment ("Court's Final Order and Judgment"), consistent with the
5 Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered
6 April 22, 2019, and as set forth in the Joint Stipulation of Settlement and Release
7 Between Plaintiff and Defendant ("Stipulation of Settlement" or "Settlement") in the
8 Action, and due and adequate notice having been given to all Class Members as
9 required in the Preliminary Approval Order, and the Court having considered all papers
10 filed and proceedings had herein and otherwise being fully informed and good cause
11 appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS
12 FOLLOWS:

13 1. All terms used herein shall have the same meaning as defined in the
14 Stipulation of Settlement unless an alternate meaning is specifically given within this
15 Order.

16 2. Consistent with the definitions provided in the Stipulation of Settlement,
17 the term "Class Member" means those individuals that are within the Settlement Class
18 which includes all persons who have previously been or currently are employed by one
19 or more of the Defendants, in the State of Nevada, as an hourly-paid employee, and who
20 were paid less than \$8.25 per non-overtime hour worked and/or less than \$12.38 per
21 overtime hour worked, at any time during the Class Period. The term "Class Member"
22 shall not include any person who previously settled or released any of the claims
23 covered by this Settlement, or any person who previously was paid or received awards
24 through civil or administrative actions for the claims covered by this Settlement, or any
25 person who submitted a timely and valid Request for Exclusion as provided in the
26 Stipulation of Settlement. For purposes of the Settlement and the Court's Final Order
27 and Judgment, the term "Class Period" means July 11, 2016 through the date the Court
28 granted preliminary approval of this Settlement. The term "Released Claims" collectively

1 means those claims to be released by the Settlement Class identified in Paragraph 21 of
2 the Stipulation of Settlement. The term "Class Representative" shall mean Plaintiff
3 Jennifer Zimmerman. The term "Class Counsel" shall mean "Mark Thierman, Esq.,
4 Joshua Buck, Esq, and Leah Jones, Esq. of Thierman Buck, LLP of Reno, Nevada, and
5 Christian Gabroy, Esq. and Kaine Messer, Esq. of Gabroy Law Offices of Henderson,
6 Nevada."

7 3. This Court has jurisdiction over the subject matter of this Action and over
8 all Parties to this Action, including all Class Members.

9 4. Distribution of the Notice and the Claim Form directed to the Class
10 Members as set forth in the Stipulation of Settlement and the other matters set forth
11 therein have been completed in conformity with the Preliminary Approval Order,
12 including individual notice to all Class Members who could be identified through
13 reasonable effort, and as otherwise set forth in the Stipulation of Settlement. The Notice
14 provided due and adequate notice of the proceedings and of the matters set forth
15 therein, including the proposed Settlement set forth in the Stipulation of Settlement, to all
16 persons entitled to such Notice, and the Notice fully satisfied the requirements of due
17 process. All Class Members and all Released Claims are covered by and included
18 within the Settlement and the Court's Final Order and Judgment.

19 5. The Court hereby finds the Settlement was entered into in good faith. The
20 Court further finds that Plaintiff has satisfied the standards and applicable requirements
21 for final approval of this class action settlement.

22 6. The Court hereby approves the Settlement set forth in the Stipulation of
23 Settlement and finds the Settlement is, in all respects, fair, adequate and reasonable,
24 and directs the Parties to effectuate the Settlement according to its terms. The Court
25 finds that the Settlement has been reached as a result of intensive, serious and non-
26 collusive, arm's-length negotiations. The Court further finds the Parties have conducted
27 extensive and costly investigation and research, and counsel for the Parties are able to
28 reasonably evaluate their respective positions. The Court also finds the Settlement at

1 this time will avoid additional substantial costs, as well as avoid the delay and risks that
2 would be presented by the further prosecution of the Action. The Court has reviewed the
3 benefits that are being granted as part of the Settlement and recognizes the significant
4 value to the Class Members. The Court also finds the Class is properly certified as a
5 class for settlement purposes only. The Court also hereby finds there were no
6 objections to the Settlement filed prior to or raised by any person on the record at the
7 Final Approval Hearing that change the Court's decision to approve the Settlement.

8 7. As of the date of the Court's Final Order and Judgment, each and every
9 Class Member is and shall be deemed to have conclusively released the Released
10 Claims as against the Released Parties. In addition, as of the date of the Court's Final
11 Order and Judgment, each Class Member who has not submitted a valid Request for
12 Exclusion is forever barred and enjoined from instituting or accepting damages or
13 obtaining relief against the Released Parties relating to the Released Claims.

14 8. Neither the Settlement nor any of the terms set forth in the Stipulation of
15 Settlement is an admission by the Released Parties, nor is the Court's Final Order and
16 Judgment Dismissing a finding of the validity of any claims in the Action or of any
17 wrongdoing by the Released Parties. Neither the Court's Final Order and Judgment, the
18 Stipulation of Settlement, nor any document referred to herein, nor any action taken to
19 carry out the Stipulation of Settlement is, may be construed as, or may be used as, an
20 admission by or against the Released Parties, of any fault, wrongdoing or liability
21 whatsoever. The entering into or carrying out of the Stipulation of Settlement, and any
22 negotiations or proceedings related thereto, shall not in any event be construed as, or
23 deemed to be evidence of, an admission or concession with regard to the denials or
24 defenses by the Released Parties, and shall not be offered in evidence in any action or
25 proceeding in any court, administrative agency or other tribunal for any purpose
26 whatsoever other than to enforce the provisions of the Court's Final Order and
27 Judgment, the Stipulation of Settlement, the Released Claims, or any related agreement
28 or release. Notwithstanding these restrictions, any of the Released Parties may file in

1 the Action, or submit in any other proceeding, the Court's Final Order and Judgment, the
2 Stipulation of Settlement, and any other papers and records on file in the Action as
3 evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*,
4 release, or other theory of claim or issue preclusion or similar defense as to the
5 Released Claims.

6 9. The Court hereby enters judgment in the Action, as of the date of entry of
7 the Court's Final Order and Judgment, pursuant to the terms set forth in the Stipulation
8 of Settlement. Without affecting the finality of the Court's Final Order and Judgment in
9 any way, the Court hereby retains continuing jurisdiction over the interpretation,
10 implementation and enforcement of the Settlement, and all orders entered in connection
11 therewith.

12 10. The Court hereby finds the settlement payments provided for under the
13 Settlement to be fair and reasonable in light of all the circumstances. The Court,
14 therefore, orders the calculations and the payments to be made and administered in
15 accordance with the terms of the Settlement.

16 11. The Court hereby names Mark Thierman, Esq., Joshua Buck, Esq, and
17 Leah Jones, Esq. of Thierman Buck, LLP and Christian Gabroy, Esq. and Kaine Messer,
18 Esq. of Gabroy Law Offices as Class Counsel.

19 12. Pursuant to the terms of the Settlement, and the authorities, evidence and
20 argument submitted by Class Counsel, the Court hereby awards Class Counsel
21 attorneys' fees in the amount of \$166,666.67, and attorney costs in the amount of
22 \$5,000.00, to be deducted and paid from the Maximum Settlement Amount, as final
23 payment for and complete satisfaction of any and all attorneys' fees and costs incurred
24 by and/or owed to Class Counsel and any other person or entity related to the Action.
25 The Court further orders that the award of attorneys' fees and costs set forth in this
26 Paragraph shall be administered pursuant to the terms of the Stipulation of Settlement,
27 and transferred and/or made payable to Class Counsel in the Action.

1 13. The Court also hereby approves and orders an Enhancement Award to
2 Class Representative Plaintiff Jennifer Zimmerman in the amount of \$5,000.00 to be paid
3 from the Maximum Settlement Amount as set forth in the Stipulation of Settlement.

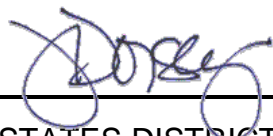
4 14. The Court also hereby approves and orders payment from the Class
5 Settlement Amount for actual claims administration expenses incurred by the Claims
6 Administrator, CPT Group, to be paid from the Maximum Settlement Amount as set forth
7 in the Stipulation of Settlement.

8 15. The Court also hereby finds and orders that the Stipulation of Settlement
9 is and constitutes a fair, reasonable and adequate compromise of the Released Claims
10 against the Released Parties.

11 16. Provided the Settlement becomes effective under the terms of the
12 Stipulation of Settlement, the Court also hereby orders the deadline for mailing the
13 Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement Award
14 is as set forth in the Implementation Schedule within the Preliminary Approval Order.

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16 **IT IS SO ORDERED.**

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18 Dated: 8/9/2019

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21 _____
22 UNITED STATES DISTRICT JUDGE
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